



**City of West University Place**  
**APPLICATION TO THE ZONING BOARD OF ADJUSTMENT OF THE**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS ("CITY")**

**Address of site:** 3821 - 3831 AMHERST

**Legal description of the site:** LOTS 3,4,5; BLOCK 10; COLLEGEVIEW - SECTION 1

**Applicant:** WEST UNIVERSITY BAPTIST CHURCH

**Address:** 6218 AUDEN; 77005

**Contact:** ROGER PATTERSON **Phone:** 713.668.2319 **Fax:** NONE **Email:** RPATTERSON@WUBC.ORG

**Decision or Action Requested (check one or more and provide requested data):**

- ( ) **Appeal.** Hear and decide an appeal from an order, requirement, decision or determination made by the Administrative Official.
- Is the official's action in writing? ( ) Yes; ( ) copy is attached. ( ) No, but the action appealed is as follows:
  - When was the action taken? **Note:** Appeals must be filed within a reasonable time. Please explain any delay below:
  - Exact zoning ordinance section(s) involved:
  - Grounds for appeal:

(☒) **Special Exception.**

- Exact zoning ordinance section that authorizes the special exception: APPENDIX A, SECTION 7-101; TABLE 7-1 - NOTES 1 AND 3
- Exact wording of special exception requested: WEST U. BAPTIST CHURCH REQUESTS AN EXCEPTION TO BUILD A PARKING LOT AT 3821 - 3831 AMHERST ST.

( ) **Variance.**

- Exact zoning ordinance section from which a variance is requested:
- Exact wording of variance requested:

**Other Data.** Are there drawings or other data? ( ) No (☒) Yes (list items here and attach them)

- PROPERTY DEEDS
- TRAFFIC STUDY
- DRAWINGS : SITE PLANS
- SITE SURVEY W/ ENLARGEMENT

**Attached.** The applicant has read the State and City regulations attached.

**Signature of applicant:** [Signature] **Date:** 2-5-15

**For Staff Use only** **Date filed:** \_\_\_\_\_ **Date heard:** \_\_\_\_\_ **Docket#:** \_\_\_\_\_

## Special Exception Request #2 – West University Baptist Church

3821 – 3831 Amherst; Zone SF-3

### Zoning ordinance section that authorizes the special exception:

Appendix A, Section 7-101; Table 7-1 – Notes 1 and 3

*Note 1. High-density occupancies in SF District.* High-density occupancies are allowed in SF Districts only to the extent *authorized by a special exception*. The ZBA may issue such a special exception if it finds and determines that the occupancy is a use that is (i) accessory to a lawful primary use and (ii) reasonably compatible with nearby sites and their uses (in addition to any other findings and determinations required for a special exception). *Note:* A previously-issued special exception that authorized a use with a high-density occupancy is sufficient to comply with this note.

*Note 3. Accessory Uses and Structures.* In the indicated districts, *the ZBA may issue a special exception* to authorize additional uses and structures, if the ZBA finds and determines that each additional use and structure is: (i) accessory to a lawful primary use and (ii) compatible with nearby sites and their uses. The special exception may include a site plan identifying and limiting such uses and structures.

### Exact wording of special exception requested:

WUBC requests modification of a previously issued exception 2005-03, to allow for construction of a **40 to 45 vehicle parking lot** – which is an extension of the existing WUBC parking lot on adjacent (east) lot 6.

West University Baptist Church believes the new parking lot meets the requirements for a special exception, since the lot is accessory to a lawful primary use, and compatible with nearby sites and their uses – specifically, the new parking lot is compatible with the adjacent church parking lot, and the City parking areas. The lot is across the street from the City Public Works Administration building, and the West University Baptist Church education and gymnasium building.

The intent of the new parking lot is to improve the parking ratio (church congregants to parking spaces), and reduce on-street parking, by providing additional “on-site” parking for church activities. In addition, the City of West University employees / visitors, and attendees of ball-games and City Council meetings, will have full use of the parking – which will be connected, by driveway, to the existing church parking on lot 6.

The new parking lot will be solid-fenced at adjacent residential properties, and will contain a central planting island – as well as corner planting islands.

The style of light fixture currently in use within the adjacent City parking lot will be continued within the new parking lot. Light fixtures will be shielded to enable “0” foot-candles at the property lines. An existing “signature” tree in the northwest corner of the tract will be retained. Requirements of the zoning ordinance regarding planting-screens along Amherst Street will be complied with – as well as planting along the interior of the new fencing.

Storm drainage for the parking lot will be designed by a civil engineer, and once finalized and compliant with detention requirements, will not have a negative impact on the storm-drainage system with the City of West University Place. Additionally, eliminating sanitary-sewer connections and water connections (from the existing church buildings currently on-site) will have a positive impact on the City sanitary-sewer and water systems.

Special attention will be given to alternative paving types, such as pervious paving – especially adjacent to tree islands.

L107396

GENERAL WARRANTY DEED

179-25-0764

05/06/87 00413346 L107396 \$ 5.00

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, DON L. KAVANAUGH, Individually and as Trustee of the DONNA LEE BROWN and KAREN REED TRUST joined herein by the beneficiaries of said Trust DONNA LEE BROWN and KAREN REED, joined proforma by his wife, MARGARET E. KAVANAUGH, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid to said Grantor by WELDON WALKER, TRUSTEE, hereinafter called Grantee, (whether one or more), the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Grantee all that certain property situated in Harris County, Texas, described as follows, to-wit:

Lot Five (5), in Block Eighteen (18) of COLLEGEVIEW, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 6, Page 44 of the Map Records of Harris County, Texas.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, agreements, building set back lines, governmental regulations and other matters, if any, to the extent, but only to the extent that they are applicable to and enforceable against the above described property as reflected by the records of the Office of the County Clerk of HARRIS County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns, forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation and/or trustee, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns", respectively. Reference to any gender shall include either gender and, in the case of a corporation, shall include the neuter gender, all as the case may be.

EXECUTED the 4 day of May, A.D., 1987.

Don L. Kavanaugh  
DON L. KAVANAUGH, INDIVIDUALLY and  
as Trustee of the DONNA LEE BROWN  
and KAREN REED TRUST

Donna Lee Brown  
DONNA LEE BROWN

Karen Reed  
KAREN REED

Margaret E. Kavanaugh  
MARGARET E. KAVANAUGH

FILED


MAY 6 10 35 AM '87

Quinta Rodriguez  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

179-25-0765

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me, on this the 4  
day of May A.D., 1987, by DON L. KAVANUGH, Individually and  
as Trustee of the DONNA LEE BROWN and KAREN REED TRUST, and wife,  
MARGARET E. KAVANAUGH.

  
Yolanda Garcia  
Notary Public, State of Texas

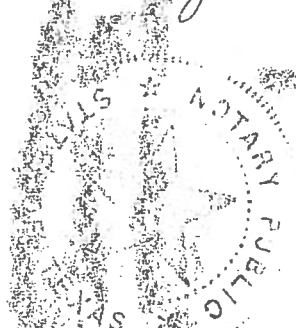
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

YOLANDA GARCIA  
Notary Public in and for the State of Texas  
My Commission Expires June 16, 1989

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me, on this the 4  
day of May A.D., 1987, by DONNA LEE BROWN

  
Yolanda Garcia  
Notary Public, State of Texas


Printed Name of Notary

My Commission Expires: \_\_\_\_\_

YOLANDA GARCIA  
Notary Public in and for the State of Texas  
My Commission Expires June 16, 1989

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

This instrument was acknowledged before me, on this the 4  
day of May A.D., 1987, by KAREN REED.

  
Yolanda Garcia  
Notary Public, State of Texas

Printed Name of Notary

My Commission Expires: \_\_\_\_\_

YOLANDA GARCIA  
Notary Public in and for the State of Texas  
My Commission Expires June 16, 1989

GRANTEE'S MAILING ADDRESS:  
(Name) Weldon Walker, Trustee  
(Address) West University Baptist Church  
6218 Auden  
Houston, Texas 77005

GRANTEE'S MAILING ADDRESS:  
(Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

Return To: Weldon Walker, Trustee  
West University Baptist Church  
6218 Auden  
Houston, Texas 77005

179-25-0766

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas on

MAY 6 1987



*Ante Holleman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

L260308

08/04/87 00471743 L260308 \$ 7.00

GENERAL WARRANTY DEED

188-25-1566

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

THAT WELDON WALKER, TRUSTEE, of Harris County, Texas, (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to Grantor paid by WEST UNIVERSITY BAPTIST CHURCH, of Harris County, Texas, (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all of the following described real property (the "Property"), to-wit:

Lot Five (5), in Block Eighteen (18) of COLLEGEVIEW, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 44 of the Map Records of Harris County, Texas.

In addition and for the same consideration, Grantor hereby GRANTS, SELLS and CONVEYS to the Grantee without warranty or covenant of title of any kind, either express or implied (but without impairing the specific warranty on the tract specifically described above) any and all right, title and interest which Grantor may own or claim in any easements or roadways adjoining the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantor does hereby bind himself, his heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject however to the matters herein excepted.

This conveyance is made and accepted subject to the exceptions, encumbrances, and reservations, and all oil, gas and mineral conveyances and leases of record as set forth in Exhibit "A" attached hereto and incorporated herein by reference

for all purposes, to the extent they may be legally enforceable and applicable to the Property.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes the payment thereof.

IN WITNESS WHEREOF, this Deed is executed by Grantor on this the 3rd day of August, 1987.

Weldon Walker  
WELDON WALKER, TRUSTEE

GRANTEE'S ADDRESS:  
6218 Auden  
Houston, Texas 77005

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WELDON WALKER, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3rd day of August, 1987.

Yolanda Garcia  
Notary Public in and for  
The State of Texas

My Commission Expires:

Printed Name of Notary:

YOLANDA GARCIA  
Notary Public in and for the State of Texas  
My Commission Expires June 16, 1989

AFTER RECORDING RETURN TO:

WEST UNIVERSITY BAPTIST CHURCH  
6218 AUDEN  
HOUSTON, TEXAS 77005  
ATTN: CHARLES BLACKMON

FILED  
Aug 4 12 48 PM '87  
Quita Rodriguez  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

188-25-1568

EXHIBIT "A"

1. Restrictive covenants of record in Volume 6, Page 44 of the Map Records and in Volume 829, Page 390 Deed Records of Harris County, Texas.
2. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the Property might disclose.
3. Building Set Back Line 20 feet in width along the front Property line as reflected in instrument recorded in Volume 829, Page 390 of the Deed Records of Harris County, Texas.
4. Any and all zoning ordinancing or proposed ordinances including those by the City of West University Place.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas on

AUG 4 1987



*John L. Loefer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

R221239

94119596127151AG  
STEWART TITLE HOUSTON DIVISIC.

DEED OF TRUST

502-38-3527

Date: January 6, 1995

01/06/95 00300697 R221239 \$ 13.00

Grantor: WEST UNIVERSITY BAPTIST CHURCH, a Texas Non-Profit Corporation

Grantor's Mailing Address (including county):

Trustee: MALCOLM S. MORRIS

Trustee's Mailing Address (including county):

1980 Post Oak Boulevard, Suite 700, Houston, Harris County, Texas 77056

Beneficiary: NAOMI MORELAND

Beneficiary's Mailing Address (including county):

Note:

Date: January 6, 1995

Amount: \$120,000.00

Maker: Grantors herein

Payee: Beneficiary herein

Final Maturity Date: July 6, 1997

Terms of Payment (optional:) As therein specified

Property (including any improvements):

Lot Three (3) and Four (4), in Block Eighteen (18), of COLLEGE VIEW, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 44 of the Map Records of Harris County, Texas.

Prior Lien(s) (including recording information): none

Other Exceptions to Conveyance and Warranty:

Any and all easements, rights of way, valid restrictions, mineral reservations of any kind, prior Deeds of Trust to Secure Assumption (if any), maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the county in which the Property is situated.

For value received and to secure payment of the Note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. contains an 80% coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Beneficiary with a standard mortgage clause;
  - e. provides flood insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as Beneficiary may reasonably require;

RETURN TO:  
STEWART TITLE  
P. O. BOX 1804  
HOUSTON, TX. 77001

Return to:  
Naomi Moreland  
6511 Point Clear  
Houston, TX 77069

5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien Notes that Grantor is personally liable to pay and abide by all prior lien instruments.

#### **Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
  - a. declare the unpaid principal balance and earned interest on the Note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

#### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
  - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

#### **General Provisions**

1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the property is released.
5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of non-usurious

interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.
10. The term *Note* includes all sums secured by this Deed of Trust.
11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term *Grantor* shall include Maker.
13. Grantor represents that this Deed of Trust and the Note are given for the following purposes:

The Note hereby secured is also secured by the Vendor's Lien and Superior Title retained and reserved in Deed of even date herewith from Beneficiary to the Grantor herein, and it is agreed that this Deed of Trust is cumulative of and without prejudice to said Lien and Title and that a foreclosure hereunder will operate as a foreclosure of said Vendor's Lien.

If all or any part of the hereinabove described property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold (including any contract for deed), without the prior written consent of the Beneficiary, then the Beneficiary may at his option declare the outstanding principal balance of the Note, plus accrued interest, to be immediately due and payable. The creation of a subordinate lien, any sale thereunder, any deed under threat or order of condemnation, any conveyance solely between Grantor, the passage of title by reason of the death of a Grantor or by operation of law shall not be construed as a sale or conveyance of the subject property.

Grantor shall furnish to Beneficiary annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the property have been paid. The house and any other improvements on the hereinabove described property may be removed at Grantor's expense at any time during the term of the Note herein secured without penalty. Notwithstanding any other provisions of this Deed of Trust, Grantor shall not be required to obtain insurance on said improvements.

WEST UNIVERSITY BAPTIST CHURCH, a  
Texas Non-Profit Corporation

By: Weldon Walker  
Name: WELDON WALKER  
Title: TRUSTEE

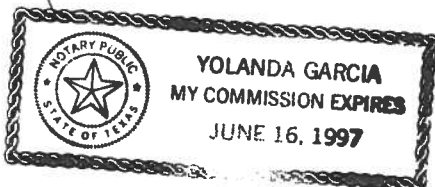
THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me, on this the 6 day of January, A.D., 1995, by Weldon Walker as TRUSTEE of WEST UNIVERSITY BAPTIST CHURCH, a Texas Non-Profit Corporation, on behalf of said corporation.

Yolanda Garcia  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:



PREPARED IN THE LAW OFFICE OF  
MORRIS, LENDAIS, HOLLRAH AND BROWN  
1980 Post Oak Boulevard, Suite 700  
Houston, Texas 77056  
F:\CONV\STC\94119596.DOT.GMJ  
01/06/95

502-38-3530

FILED

95 JAN -6 PM 2:37

*Beauvry B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas on

JAN 6 1995



*Beauvry B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

S080831

FULL RELEASE OF LIEN

509-71-2946

Date: August 1, 1996

Note:

Date: January 6, 1995

Original Amount: \$120,000.00

08/22/96 200247923 S080831

\$9.00

Maker: West University Baptist Church, a Texas Non-Profit corporation

Payee: Naomi Moreland

Date of Maturity: as therein specified

Holder of Note and Lien: Naomi Moreland

Holder's Mailing Address (including county):

6511 POINT CLEAR, HOUSTON, HARRIS CO., TX 77069

Note and Lien Are Described in the Following Documents, Recorded in:

Vendor's Lien retained in Deed recorded under Clerk's File No. R-221238; Deed of Trust recorded under Clerk's File No. R-221239; of the Official Public Records of Real Property of Harris County, Texas.

Property To Be Released from Lien:

Lot Three (3) and Four (4), in Block Eighteen (18), of COLLEGE VIEW, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 6, Page 44 of the Map Records of Harris County, Texas.

Holder of the note acknowledges its payment and releases the property from the lien.

When the context requires, singular nouns and pronouns include the plural.

Naomi Moreland  
NAOMI MORELAND

FILED FOR RECORD  
8:00 AM

AUG 22 1996

THE STATE OF Texas

THE COUNTY OF Harris

Beverly B. Ferguson  
County Clerk, Harris County, Texas

This instrument was acknowledged before me on this the 1st day of August, 1996, by Naomi Moreland.



Mary Katherine Jones  
NOTARY PUBLIC, STATE OF Texas

AFTER RECORDING, RETURN TO:

WEST UNIVERSITY BAPTIST CHURCH  
ATTN: MS. SUSAN RUSCO  
6215 HUDEN  
HOUSTON, TX 77005-2895

PREPARED IN THE LAW OFFICE OF  
MORRIS, LENDAIS, HOLLRAH & SNOWDEN  
1980 Post Oak Boulevard, Suite 700  
Houston, Texas 77056  
F:\conv\misc\westu.fre.gmj  
08/01/96

509-71-2947

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS NULL AND VOID UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County Texas on

AUG 22 1996

*Beverly S. Taylor*  
COUNTY CLERK  
HARRIS COUNTY TEXAS



February 4, 2015

Ms. Debbie Scarcella  
City Planner  
City of West University Place – Public Works Administration  
3826 Amherst Street  
West University Place, Texas 77005

RE: West University Baptist Church Redevelopment  
Preliminary Traffic Impact Analysis

Ms. Scarcella,

JKnesek & Associates, Inc. was contracted by West University Baptist Church to prepare a preliminary traffic impact analysis for the proposed modifications to the West University Baptist Church campus in the City of West University Place, Texas.

Existing / Proposed Development

The modifications to the campus involve three tracts on the east side of College Avenue.

Tract 1 consists of three lots located on the northeast corner of College Avenue at Milton Street intersection. Tract 1 is currently owned by the City of West University Place and is being utilized for garbage truck and fleet maintenance by the City. The proposed redevelopment would convert Tract 1 to a maximum 7,600 square foot youth ministry building.

Tract 2 consists of four lots located on the north side of Amherst Street just east of College Avenue. Tract 2 is currently owned by the City of West University Place and is occupied by the City's Public Works office. The proposed redevelopment would convert Tract 2 to a 7,500 square foot building for church children's classrooms and church offices.

Tract 3 consists of three lots located on the south side of Amherst Street just east of College Avenue. Tract 3 is currently owned by the West University Baptist Church and is being utilized as church offices and for Sunday morning bible study. The proposed redevelopment would convert Tract 3 to a parking area.

The peak hours of operation of the proposed development are expected to be Wednesdays from approximately 5 p.m. to 9 p.m. and Sundays from approximately 8:30 a.m. to 12:30 p.m.

Trip Generation

The vehicular trips generated by the existing and proposed development on the three tracts proposed for redevelopment are estimated using the ITE Trip Generation manual, 9<sup>th</sup> edition, when available, and assumes the following:

- The ITE Trip Generation manual does not include data for a fleet maintenance facility. Therefore, the existing vehicular trips generated by Tract I is assumed to be 10 AM Peak trips, 10 PM Peak trips, and 0 Sunday peak trips.
- The City Public Works Office is considered a 5,000 square foot “Government Office Building” (ITE Code 730)
- The existing facilities on Tract 3 are considered a 1,000 square foot “General Office Building” (ITE Code 710) and a 1,000 square foot “Church” (ITE Code 560)
- The proposed youth ministry building, church children’s classrooms, and church offices are considered “Church” (ITE Code 560) developments.

A summary of the trip generation for the existing and proposed tracts is illustrated in **Table 1**. A detailed account of the trip generation is attached.

**Table 1: Trip Generation**

Development	Weekday AM Peak	Weekday PM Peak	Sunday Peak
Existing Tract I	10	10	0
Existing Tract II	29	55	0
Existing Tract III	2	2	12
Existing Total	41	67	12
Proposed Tract I	7	7	92
Proposed Tract II	7	7	90
Proposed Tract III	0	0	0
Proposed Total	14	14	182

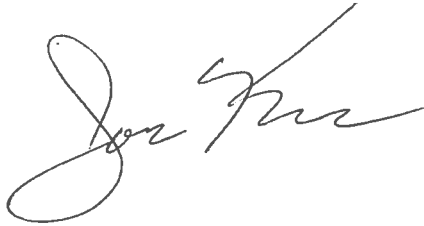
The trip generation indicates that the proposed redevelopment is projected to increase the number of vehicles accessing the complex in the Sunday peak period, but is projected to reduce the number of vehicles accessing the complex in the weekday AM Peak and PM Peak periods.

Conclusions

The proposed redevelopment of the West University Baptist Church facility is projected to change the volume of vehicular activity in area. Further investigation of the existing traffic conditions and the planned operation of the proposed redevelopment will be required to determine the projected traffic conditions in the study area.

If you have any questions or comments regarding the traffic impact of the proposed modifications to the West University Baptist Church facility, please feel free to contact me at 713-775-6490 or [jason@jknesek.com](mailto:jason@jknesek.com).

Thank you.



Jason Knesek, P.E., PTOE  
President

Attachments



Trip Generation - ITE 9th Edition

Type of Generator	ITE Code	Units	Quantity	Weekday										Sunday													
				24-Hour				A.M. Peak of Generator				P.M. Peak Hour of Generator						24-Hour				Peak Hour of Generator					
				Rate	Total	Entering	Exiting	Rate	Total	Entering	Exiting	Rate	Total	Entering	Exiting	Rate	Total	Entering	Exiting	Rate	Total	Entering	Exiting				
Government Office Building	730	sq. ft.	5,000	0.06893	345	50%	172	0.00588	29	84%	25	16%	5	74%	41	26%	14										
Church	560	sq. ft.	1,000	0.00911	9	50%	5	0.00087	1	55%	0	45%	0	54%	1	46%	0	0.03663	37	50%	18	50%	18	49%	6	51%	6
General Office Building	710	sq. ft.	1,000	0.01103	11	50%	6	0.00156	2	88%	1	12%	0	17%	0	83%	1	0.00105	1	50%	1	50%	1	58%	0	42%	0

Church	560	sq. ft.	7,600	0.00911	69	50%	35	0.00087	7	55%	4	45%	3	54%	4	46%	3	0.03663	278	50%	139	50%	139	49%	45	51%	47
Church	560	sq. ft.	7,500	0.00911	68	50%	34	0.00087	7	55%	4	45%	3	54%	4	46%	3	0.03663	275	50%	137	50%	137	49%	44	51%	46





AMHERST ST. •  
(60' R.O.W.)

